

INVITATION FOR BIDS (IFB) NO. 98-060
TO
FURNISH, DELIVER, INSTALL, MONITOR, AND MAINTAIN
SECURITY ALARM SYSTEMS
FOR
MAUI COMMUNITY COLLEGE
UNIVERSITY OF HAWAII
KAHULUI, HAWAII

APRIL, 1998

BOARD OF REGENTS
UNIVERSITY OF HAWAII
HONOLULU, HAWAII

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Security Alarm Systems for Maui Community College, University of
Hawaii, Kahului, Hawaii

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**IT IS THE RESPONSIBILITY OF ALL BIDDERS TO CHECK THE TABLE OF CONTENTS
TO CONFIRM THAT ALL PAGES LISTED THEREIN ARE CONTAINED IN THEIR BID
PACKAGE.**

BIDDER'S REMINDER:

Tax Clearance Certificate or OPRM Form 128, CERTIFICATION FOR TAX
CLEARANCE, (see Special Provisions).

NOTICE TO BIDDERS

BID FORMS for IFB No. 98-060, Security Alarm Systems, Maui Community College, will be available from and received in the OFFICE OF PROCUREMENT, PROPERTY AND RISK MANAGEMENT, UNIVERSITY OF HAWAII, 1400 LOWER CAMPUS ROAD, ROOM 15, HONOLULU, HAWAII 96822, (an unofficial copy of the IFB is available on the Internet at <http://www.state.hi.us/bids/notice01.htm>) and must be submitted no later than 2:30 p.m., May 11, 1998, and at that time will be publicly opened.

Bids received after the time and date fixed for opening will not be considered.

Vendors located outside the Island of Oahu, Hawaii, USA, may request an official copy of the IFB to be sent via U.S. Postal Service by providing the vendor's name, address, contact person and telephone number. If express shipment is desired, requests must be submitted in writing with an account number, BILLABLE TO THE RECEIVER, and an authorized signature. Requests may be transmitted via facsimile, (808) 956-2093. Direct all questions to Bruce Isaacs, (808) 956-8634.

Kenneth P. Mortimer
President, University of
Hawaii and Chancellor,
University of Hawaii at Manoa

Advertised: Honolulu Star-Bulletin
Issue of: April 17, 1998

NOTICE TO BIDDERS

OPPRM FORM 115

BUSINESS CLASSIFICATION CERTIFICATION STATEMENT

(See Official Document)

BID FORM

TO

FURNISH, DELIVER, INSTALL, MONITOR, AND MAINTAIN

SECURITY ALARM SYSTEMS

Office of Procurement, Property
and Risk Management
University of Hawaii
1400 Lower Campus Road, Room 15
Honolulu, Hawaii 96822

To Whom It May Concern:

The undersigned has carefully examined the INVITATION FOR BIDS (IFB) NO. 98-060, TO FURNISH, DELIVER, INSTALL, MONITOR, AND MAINTAIN SECURITY ALARM SYSTEMS FOR MAUI COMMUNITY COLLEGE, UNIVERSITY OF HAWAII, KAHULUI, HAWAII, and offers to furnish, deliver, install, monitor, and maintain the equipment for Maui Community College, 310 Kaahumanu Avenue, Kahului, Hawaii 96732, in strict accordance with the true intent and meaning of the Invitation for Bids (IFB) and shall complete delivery and installation within SIXTY (60) consecutive calendar days from the date designated in the Notice to Proceed, as follows:

BASIC BID

<u>Item</u>	<u>Description</u>	<u>Installation Cost</u>	<u>Monthly Maintenance Cost</u>
1.	Student Center Building No. 2232, Business Office Area and Student Health Center.	\$_____	\$_____
2.	Student Center Building No. 2232, Bookstore.	\$_____	\$_____
3.	University Extension Building No. 2214.	\$_____	\$_____
4.	Science Building No. 2221.	\$_____	\$_____
5.	Foreign Language Lab Building No. 2225.	\$_____	\$_____
6.	Operations & Maintenance Building No. 2235.	\$_____	\$_____
7.	Student Center Building No. 2232, Cafeteria.	\$_____	\$_____

<u>Item</u>	<u>Description</u>	<u>Installation Cost</u>	<u>Monthly Maintenance Cost</u>
8.	Molokai Education Center.	\$_____	\$_____
9.	Molokai Education Center Annex.	\$_____	\$_____
10.	Hana Education Center.	\$_____	\$_____
11.	Nursing Building No. 2238.	\$_____	\$_____
12.	Learning Center Building No. 2237.	\$_____	\$_____
13.	MCC Reporter Building No. 2207.	\$_____	\$_____
14.	Napua Noeau Building No. 2207.	\$_____	\$_____
15.	Library Building No. 2224, First Floor, Media Center.	\$_____	\$_____
16.	Library Building No. 2224, First Floor, Computing Center.	\$_____	\$_____
17.	Library Building No. 2224, Second Floor.	\$_____	\$_____
18.	Ka Lama Building No. 2249.	\$_____	\$_____
19.	Agricultural Science Building No. 2239.	\$_____	\$_____
20.	Student Center Building No. 2232, Provost's/Dean's Office.	\$_____	\$_____
TOTALS FOR ITEMS 1 - 20:		\$_____	\$_____
TOTAL INSTALLATION AND MONTHLY MAINTENANCE COST:		\$_____	

Prices shall include all furnishing costs, delivery costs, monitoring costs, and all applicable taxes.

Bidders shall bid on all items in order to be considered for award.

Manufacturer and Model No. Offered _____

TAX LIABILITY

Both out-of-state and Hawaii bidders are advised that the amount bid on this solicitation is subject to the general excise tax (currently 4%) imposed by Chapter 237, Hawaii Revised Statutes (HRS) and, if tangible property is being imported into the State of Hawaii for resale, the use tax (currently 1/2%) imposed by Chapter 238, HRS. (Refer to Tax Clearance in the Special Provisions and Taxes in the General Provisions.) Bidders are therefore cautioned to consider such taxes in formulating their bids since no adjustments to the prices bid shall be allowed.

BASIS FOR AWARD

The award of contract, if awarded, shall be made to the lowest responsive and responsible bidder on the **TOTAL INSTALLATION AND MAINTENANCE COSTS**.

NOTE TO BIDDERS

An acceptable bid must conform in all material respects to this Invitation for Bids. Any of the following may be grounds for disqualification:

1. Taking exception to any of the specifications, terms or conditions contained in the IFB.
2. Placing conditions on the furnishing of solicited goods or services.
3. Inclusion of a quotation or order form containing additional specifications, terms or conditions.
4. Referencing external documents containing additional specifications, terms or conditions.

Bidders are advised that bids are evaluated as submitted and requests by bidders to delete conditions contained in their bids after bid opening cannot be considered.

References as specified in SPECIAL PROVISION 9, PRE-AWARD BIDDER QUALIFICATIONS, are:

<u>NAME OF ORGANIZATION</u>	<u>CONTACT PERSON</u>	<u>ADDRESS</u>	<u>PHONE</u>
1. _____			
2. _____			
3. _____			
4. _____			
5. _____			

In the event that the undersigned is awarded this contract and its remittance address differs from the address shown on page BID - 7, please indicate remittance address below:

Street Address or P. O. Box

City State Zip Code

SUBSTITUTIONS TO BE APPROVED IN ADVANCE

The manufacturer and model number are used in the Technical Specifications as a measure of quality, style, appearance, and performance.

Any brand or manufacture of equal or better quality to that specified will be considered for acceptance by the University upon submission of a written request for approval of the proposed substitution with manufacturer's literature or brochures containing technical data on the proposed items being offered.

Proposals for substitutions shall not be submitted unless the bidder has the proposed substitution items available for inspection by the University at the time of submittal of the request. Any requests for substitution of items shall be made at least FOURTEEN (14) calendar days prior to bid opening to permit inspection by the University, no later than 4:30 p.m., April 27, 1998.

The written request shall be submitted in the attached sample format "Request for Substitution."

The statement of variances must list all features of the proposed substitution which differ from the specifications and/or product specified and must further certify that the substitute has no other variant features.

Bidders shall send requests to the buyer, Bruce Isaacs, Office of Procurement, Property and Risk Management, University of Hawaii, 1400 Lower Campus Road, Room 15, Honolulu, Hawaii 96822. The package or envelope containing the request for substitution shall be marked:

Request for Substitution for:
IFB No. 98-060, Security Alarm Systems for Maui Community College
Deadline: 4:30 p.m., (Insert date from IFB)

The University may at its discretion reject or deny any substitution that it deems unequal, and the findings in this regard shall be accepted by the bidders as final and binding.

A bid which includes a substitution shall be considered only if the substitution has been approved in advance by the University.

S A M P L E

Date: _____

Office of Procurement, Property
and Risk Management
University of Hawaii
1400 Lower Campus Road, Room 15
Honolulu, Hawaii 96822

To Whom It May Concern:

Subject: REQUEST FOR SUBSTITUTION

Project Title: _____

In accordance with the "SUBSTITUTIONS TO BE APPROVED IN ADVANCE" clause of the BID section, I hereby submit for substitution TWO (2) sets of technical brochures and statement of variances for your review and approval for the item(s) shown below:

<u>ITEM</u>	<u>SPECIFIED BRAND</u>	<u>SUBSTITUTE OR ALTERNATE BRAND</u>	<u>VARIANT FEATURES</u>
-------------	----------------------------	--	-----------------------------

I further certify that my request for substitution of the above item(s) has no other variant features.

Signature

Title

NOTE:

1. PLEASE USE OWN LETTERHEAD.
2. IF NO VARIANT FEATURE, INDICATE "NONE."

SIGNATURE PAGE
(See Official Document)

CERTIFICATION FOR TAX CLEARANCE

(See Official Document)

TECHNICAL SPECIFICATIONS

This section indicates the Technical Specifications for the required alarm systems. The Technical Specifications listed herein are the minimum requirements and are mandatory for an accepted bid.

PART 1: EQUIPMENT AND INSTALLATION REQUIREMENTS

1. The alarm installation and monitoring company shall be an Underwriters Laboratories Approved Grade A Central Station and all equipment used in conjunction with the alarm systems shall be Underwriters Laboratories Approved.
2. The alarm installation and monitoring company shall have a current Contractor's License to do business in the State of Hawaii to install burglar and fire alarms.
3. The alarm installation and monitoring company shall be a member of the proper trades association in good standing.
4. Alarms shall be installed in a workman-like manner and in accordance with current Underwriters Laboratories standards and procedures.
5. The following is a sample list of equipment and manufacturers that are approved for use:
 - a. Balanced Magnetic Switches:
Ademco, Potter, Arrowhead, Western Security Products, or approved alternate.
 - b. Ultrasonic Detectors:
Ademco, Sontrix, Detection Systems, Inc., or approved alternate.
 - c. Photoelectric Detectors:
Ademco, Detection Systems, Inc., Arrowhead, or approved alternate.
 - d. Passive Infrared:
Ademco, Sonitrol, or approved alternate.
 - e. Central Station Control Units:
Ademco, Potter, Wells Fargo, Radionics, or approved alternate.

f. Standby Power Units:

Ademco, Wells Fargo, Potter, Radionics, or approved alternate.

g. Fire Detection Units:

Ademco, Potter, Western Security Products, CNK, or approved alternate.

6. All burglar alarm installations shall provide complete perimeter protection and/or be acceptable to the University. The system shall be supervised and shall be connected via leased telephone line into a U. L. Grade Alarm Company Central Station.
7. Complete perimeter protection is defined as the electronic protection of all accessible openings, i.e., doors, movable windows, ceiling traps, etc.
8. The alarm company shall maintain complete records on all openings, closings and alarms; and shall furnish this information upon request to the Director of Administrative Services, Maui Community College, or his/her designated representative.
9. The following FUNCTIONAL DESCRIPTION shall apply to all of the TWENTY (20) systems listed:

FUNCTIONAL DESCRIPTION

The burglar alarm system shall be connected to an Underwriters Laboratories listed Grade A Alarm Company central station via leased telephone lines. When the alarm system is turned on, a coded electronic signal (referred to as a signal) shall be transmitted to the central station indicating a "closing" has occurred. This shall be recorded with the date and time indicating when the "closing" occurred. If an entry is attempted or made during this closed period without proper authority, a signal shall be sent to the central station and this signal shall be considered an alarm. When the alarm is received, the campus security shall be called and asked to respond. Simultaneously, the alarm company patrol person shall be contacted by radio and instructed to respond.

Item 1 - Student Center Building No. 2232, Business Office Area
and Student Health Center

Equipment:

- 1 each: Underwriters Laboratories listed Grade B digital transmitter with Underwriters Laboratories listed standby power, tamper switches, keypad, and bell.
- 1 each: Ultrasonic Master Control Transceiver.
- 3 each: Underwriters Laboratories listed transmitting transducers (omnidirectional).
- 3 each: Underwriters Laboratories listed receiving transducers (omnidirectional).
- 10 each: Underwriters Laboratories listed door contacts.
- 2 each: Underwriters Laboratories listed keypads.

All required wire, hardware, materials, and labor must be included for a complete installation, meeting Underwriters Laboratories and NFPA standards.

Item 2 - Student Center Building No. 2232, Bookstore

Equipment:

- 1 each: Underwriters Laboratories listed Grade B digital transmitter with Underwriters Laboratories listed standby power, tamper switches, keypad, and bell.
- 1 each: Ultrasonic Master Control Transceiver.
- 1 each: Ceiling or Wall Mount Transceiver.
- 3 each: Underwriters Laboratories listed door contacts.

All required wire, hardware, materials, and labor must be included for a complete installation, meeting Underwriters Laboratories and NFPA standards.

Item 3 - University Extension Building No. 2214

Equipment:

- 1 each: Underwriters Laboratories listed Grade B digital transmitter with Underwriters Laboratories listed standby power, tamper switches, keypad, and bell.
- 1 each: Ultrasonic Master Control Transceiver.
- 2 each: Underwriters Laboratories listed transmitting transducers (omnidirectional).
- 2 each: Underwriters Laboratories listed receiving transducers (omnidirectional).
- 3 each: Underwriters Laboratories listed door contacts.
- 9 each: Perimeter foil windows.

All required wire, hardware, materials, and labor must be included for a complete installation, meeting Underwriters Laboratories and NFPA standards.

Item 4 - Science Building No. 2221

Equipment:

- 1 each: Underwriters Laboratories listed Grade B digital transmitter with Underwriters Laboratories listed standby power, tamper switches, keypad, and bell.
- 7 each: Underwriters Laboratories listed door contacts.
- 3 each: Underwriters Laboratories listed contacts (dumbwaiter).
- 1 each: Underwriters Laboratories listed keypad.
- 1 set: Trap clips for storage room attic.

All required wire, hardware, materials, and labor must be included for a complete installation, meeting Underwriters Laboratories and NFPA standards.

Item 5 - Foreign Language Lab Building No. 2225

Equipment:

- 1 each: Underwriters Laboratories listed Grade B digital transmitter with Underwriters Laboratories listed standby power, tamper switches, keypad, and bell.
- 1 each: Underwriters Laboratories listed microwave motion detector.
- 3 each: Underwriters Laboratories listed perimeter contacts.

All required wire, hardware, materials, and labor must be included for a complete installation, meeting Underwriters Laboratories and NFPA standards.

Item 6 - Operations & Maintenance Building No. 2235

Equipment:

- 1 each: Underwriters Laboratories listed Grade B digital transmitter with Underwriters Laboratories listed standby power, tamper switches, keypad, and bell.
- 12 each: Underwriters Laboratories listed perimeter contacts.
- 1 each: Underwriters Laboratories listed overhead door contact.
- 1 each: Photoelectric or ionization type smoke detector (storage room).
- 2 each Motion Detectors.

All required wire, hardware, materials, and labor must be included for a complete installation, meeting Underwriters Laboratories and NFPA standards.

Item 7 - Student Center Building No. 2232, Cafeteria

Equipment:

- 1 each: Underwriters Laboratories listed Grade B digital transmitter with Underwriters Laboratories listed standby power, tamper switches, keypad, and bell.
- 2 each: Underwriters Laboratories listed perimeter contacts.
- 1 each: Underwriters Laboratories listed Ultrasonic Motion detector.

All required wire, hardware, materials, and labor must be included for a complete installation, meeting Underwriters Laboratories and NFPA standards.

Item 8 - MCC Molokai Center

Equipment:

1 each: Control
1 each: Keypad
1 each: Set Photo Beams
3 each: Motion Detectors
3 each: Contacts
1 each: Sound Device
2 each: Foil Windows
1 each: Door Cord

All required wire, hardware, materials, and labor must be included for a complete installation, meeting Underwriters Laboratories and NFPA standards.

Item 9 - Molokai Education Center Annex

Equipment:

1 each: Control
1 each: Keypad
3 each: Motion Detectors
1 each: Sound Device (siren)

All required wire, hardware, materials, and labor must be included for a complete installation, meeting Underwriters Laboratories and NFPA standards.

Item 10 - Hana Education Center

Equipment:

1 each: Control
2 each: Keypads
1 each: Audible Siren
2 each: Motion Detectors
2 each: Contacts

All required wire, hardware, materials, and labor must be included for a complete installation, meeting Underwriters Laboratories and NFPA standards.

Item 11 - Nursing Building No. 2238

Equipment:

1 each: Control
1 each: Audible Device
1 each: Keypad
2 each: Motion Detectors
2 each: Contacts

All required wire, hardware, materials, and labor must be included for a complete installation, meeting Underwriters Laboratories and NFPA standards.

Item 12 - Learning Center Building No. 2237

Equipment:

1 each: Control
1 each: Audible Device
1 each: Keypad
4 each: Motion Detectors
5 each: Contacts

All required wire, hardware, materials, and labor must be included for a complete installation, meeting Underwriters Laboratories and NFPA standards.

Item 13 - MCC Reporter Building No. 2207

Equipment:

1 each: Control
1 each: Bell
1 each: Passive Infra-Red
1 each: Keypad
1 each: Contact

All required wire, hardware, materials, and labor must be included for a complete installation, meeting Underwriters Laboratories and NFPA standards.

Item 14 - Napua Noeau Building No. 2207

Equipment:

1 each: Keypad
1 each: Contact

All required wire, hardware, materials, and labor must be included for a complete installation, meeting Underwriters Laboratories and NFPA standards.

Item 15 - Library Building No. 2224, First Floor, Media Center

Equipment:

1 each: Control
1 each: Passive Infra-Red
6 each: Smoke Detector
1 each: Bell
1 each: Key Switch (Shunt)
1 each: Keypad
8 each: Contacts

All required wire, hardware, materials, and labor must be included for a complete installation, meeting Underwriters Laboratories and NFPA standards.

Item 16 - Library Building No. 2224, First Floor,
Computing Center
Equipment:

1 each: Control
1 each: Passive Infra-Red
1 each: Bell
1 each: Photo Beams
1 each: Contact

All required wire, hardware, materials, and labor must be included for a complete installation, meeting Underwriters Laboratories and NFPA standards.

Item 17 - Library Building No. 2224, Second Floor
Equipment:

1 each: Control
3 each: Passive Infra-Red
2 each: Smoke Detectors
1 each: Audible Device (Siren)
1 each: Key Switch (Shunt)
1 each: Keypad
5 each: Contacts

All required wire, hardware, materials, and labor must be included for a complete installation, meeting Underwriters Laboratories and NFPA standards.

Item 18 - Ka Lama Building No. 2249
Equipment:

1 each: Control
2 each: Audible Devices
1 each: Keypad
14 each: Contacts

All required wire, hardware, materials, and labor must be included for a complete installation, meeting Underwriters Laboratories and NFPA standards.

Item 19 - Agricultural Science Building No. 2239
Equipment:

1 each: Control
1 each: Audible Device (siren)
4 each: Keypads
7 each: Contacts

All required wire, hardware, materials, and labor must be included for a complete installation, meeting Underwriters Laboratories and NFPA standards.

Item 20 - Student Center Building No. 2232, Provost's/Dean's Office

Equipment:

- 1 each: Underwriters Laboratories listed Grade B digital transmitter with Underwriters Laboratories listed standby power, tamper switches, keypad, and bell.
- 1 each: Ultrasonic Master Control Transceiver.
- 3 each: Underwriters Laboratories listed transmitting transducers (omnidirectional).
- 3 each: Underwriters Laboratories listed receiving transducers (omnidirectional).
- 10 each: Underwriters Laboratories listed door contacts.
- 2 each: Underwriters Laboratories listed keypad.

All required wire, hardware, materials, and labor must be included for a complete installation, meeting Underwriters Laboratories and NFPA standards.

PART 2: MONTHLY MAINTENANCE WITH THE FOLLOWING SPECIFICATIONS:

1. SCOPE

The Contractor shall provide on-site maintenance/repair at the Maui Community College's location for the alarm system provided under this contract which shall commence upon expiration of the warranty period.

The maintenance/repair services requested shall include:

- a. **Maintenance service** which shall be performed at regularly scheduled monthly intervals for the equipment provided under this contract. Maintenance shall mean services to maintain the equipment offered in "good operational condition" which shall be defined as that condition necessary for the equipment to perform the University's scheduled workload. Such workload shall not exceed the manufacturer's designed capacity for the equipment. Services as adjustments, inspection, testing, replacement of parts, preventive maintenance, etc., shall be provided to minimize product failure and extend equipment life.
- b. **Unlimited repair service** which shall guarantee a response time of EIGHT (8) hours or less following prompt notification by the University of the equipment breakdown, and shall be provided during the normal working hours of the University. After determining the nature and cause of the reported problem, the Contractor shall restore the malfunctioning

equipment to "good operational condition," which shall have the same definition as described in the aforementioned paragraph 1a. Services as adjustments, inspection, replacement of parts, etc., shall be provided to repair the equipment.

- c. All necessary parts, tools, labor needed to maintain the equipment at no additional cost to the University, when such parts, tools, and labor are required because of normal wear and tear to the equipment.

Replacement of parts deemed necessary by the Contractor shall be furnished on an exchange basis and shall be new standard parts or parts of equal quality, such exchanged parts removed from the system become the property of the Contractor. In addition, the Contractor shall ensure that materials, parts, and accessories used for replacement items are readily available.

- d. In the event that repair of the equipment provided under this contract requires a down time of TWENTY-FOUR (24) hours or more, the Contractor shall notify the University as to the anticipated completion of the repair work so that alternative plans can be made.
- e. Contractor's personnel providing the maintenance/repair service shall be manufacturer trained personnel.

2. TERM OF MAINTENANCE CONTRACT

The initial term of the maintenance portion of the contract shall be for a period of ONE (1) year, and thereafter the maintenance portion of the contract may be renewed from year to year, for a total of FIVE (5) years, without the necessity of rebidding, upon mutual agreement in writing, NINETY (90) days prior to the annual renewal date. The contract prices for each renewal period shall remain the same or lower than the initial bid price or may be adjusted in accordance with provision 7, ESCALATION CLAUSE, Part 2 in the TECHNICAL SPECIFICATIONS of the contract, upon written request of the Contractor. Further, the University may terminate the contract at any time, after the first year, upon NINETY (90) days prior written notice.

3. HOURS OF SERVICE

Maintenance service/repair shall be prompt and effective and performed by the Contractor's qualified service personnel during the University's normal working hours of 7:45 a.m. to 4:30 p.m., Monday through Friday, and further, the Contractor shall contact the University department at least 24 hours ahead of the scheduled maintenance visit.

4. INSURANCE

Contractor shall maintain insurance acceptable to the University in full force and effect throughout the term of this contract. The policy or policies of insurance maintained by Contractor shall provide Combined Single Limit Coverage (bodily injury and property damage) in the amount of \$1,000,000 per occurrence.

Insurance shall be in force the first day of the term of this contract.

Each insurance policy required by this contract shall not be cancelled, limited in scope of coverage or non-renewed until after THIRTY (30) days' written notice has been given to the University of Hawaii, Director of Procurement and Property Management.

Contractor agrees to deposit with University, on or before the effective date of this contract, certificates of insurance necessary to satisfy the University that the insurance requirements of this contract have been complied with and to keep such insurance in effect and the certificates therefor on deposit with the University during the entire term of this contract.

The University shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If, in the opinion of the University, the insurance provisions in this contract do not provide adequate protection for the University, the University may require Contractor to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. The University's requirements shall be reasonable but shall be designed to assure protection from and against the kind and extent of the risks which exist at the time a change in insurance is required.

The University shall notify Contractor in writing of changes in the insurance requirements; and if Contractor does not deposit copies of acceptable insurance policies with the University incorporating such changes within SIXTY (60) days of receipt of such notice, this contract shall be in default without further notice to Contractor and the University shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obligated for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

5. PAYMENT

The Contractor shall be remunerated upon submission of a properly executed original invoice and ONE (1) copy, indicating the contract number, to Maui Community College, Business Office, 310 Kaahumanu Avenue, Kahului, Maui, Hawaii 96732, no later than THIRTY (30) calendar days following submission of invoice or acceptance of services.

6. CHANGES

The University reserves the right to add or delete other rooms/buildings to the contract with THIRTY (30) days advance notice to the Contractor. The addition or deletion shall be done via written modifications to the contract. Any additional costs shall be prorated over the remaining months of the contract period.

7. ESCALATION CLAUSE

The Contractor shall be allowed to request adjustments to the contract price for each contract renewal period, NINETY (90) days prior to the contract renewal date, provided that the contract price for each renewal period shall not increase more than 5% (or) more than the Consumer Price Index for Pacific Cities and U. S. City Average based on All Urban Consumers, U. S. City Average, in effect ONE-HUNDRED TWENTY (120) days prior to the renewal date, whichever is less, and provided, further, that the request is made in writing to the University.

All questions pertaining to the Technical Specifications shall be directed to Fred Ventura, Operations and Maintenance Supervisor, telephone (808) 984-3232 (Maui), between the hours of 8:00 a.m. and 3:00 p.m., Mondays through Fridays.

Bidders are cautioned to review the Technical Specifications carefully and thoroughly. Objections to or requests for clarification of the specifications shall be made in writing in accordance with the General Provisions to the Office of Procurement, Property and Risk Management prior to the submittal of a bid. The submittal of a bid shall be considered as acceptance of the specifications as published.

SPECIAL PROVISIONS

1. SCOPE

The Furnishing, Delivery, Installation, Monitoring, and Maintaining of Security Alarm System for Maui Community College shall be in accordance with the terms and conditions of IFB No. 98-060 and the General Provisions dated February 23, 1996 included by reference. Copies of the General Provisions are available at the Office of Procurement, Property and Risk Management, University of Hawaii, 1400 Lower Campus Road, Room 15, Honolulu, Hawaii 96822 or the General Provisions may be viewed at: <http://www.state.hi.us/bids/notice03.htm>

2. TECHNICAL REPRESENTATIVE OF THE PROCUREMENT OFFICER (TRPO)

The Technical Representative of the Procurement Officer is Fred Ventura, Operations and Maintenance Supervisor, telephone (808) 984-3232 (Maui).

3. SUBMITTAL OF TECHNICAL DATA

With their bids, bidders shall submit, in duplicate, manufacturer's literature or brochures with technical data and illustrations of the equipment being offered. **Technical data must demonstrate that the equipment being offered meets or exceeds the minimum requirements of the Technical Specifications.** All bids will be evaluated by the information submitted at the time of bid opening, therefore any changes/additions to the technical data should be noted.

4. DELIVERY AND INSTALLATION

Prior to delivery and installation, the Contractor shall contact the Technical Representative to coordinate delivery and installation of the equipment. The Contractor shall install the equipment in accordance with manufacturer's specifications. Final acceptance will be predicated upon complete installation and operation to the satisfaction of the University.

5. CONDITIONS AT SITE

Each bidder shall visit the site and examine the conditions of same and be aware or satisfied as to the character and the amount of work to be performed as called for by the specifications. No additional allowance will be granted because of lack of knowledge of such conditions. Bidders shall arrange for an appointment by calling the Technical Representative on any normal working day, Monday through Friday, after 8:00 a.m., but not later than 3:00 p.m.

6. SUCCESSOR

The successful bidder (Successor) who is awarded the succeeding contract shall immediately contact the Technical Representative, upon receipt of the Notice to Proceed and submit phase-in plans to enable the orderly transition of services, including removal and installation of equipment, with the least possible inconvenience to the occupants of the facilities. This condition shall remain a part of the contract and be applicable at the time of any transfer or takeover of services in the future by any other Successor. The predecessor shall continue to operate and retain residual responsibilities on a diminishing basis until such time as the predecessor's services are phased out. The University shall not be responsible for any predecessor equipment remaining on University property past the end of the arranged phase-out period.

7. TITLE

The alarm system equipment shall remain the exclusive property of the Contractor.

8. PRE-AWARD BIDDER QUALIFICATIONS

Each bidder shall provide in the bid form, the names, addresses, and contact persons of FIVE (5) organizations for which similar services have been provided and who can attest to the quality and reliability of the bidder's service and personnel. The University reserves the right to reject a bid submitted by any bidder whose performance on other jobs has been unsatisfactory.
(See page BID - 3).

9. WARRANTY

The equipment furnished shall be new and as specified. The Contractor shall warrant that all workmanship and materials of equipment furnished under this contract shall be guaranteed for a period of ONE (1) year from the date of acceptance. The Contractor shall replace and/or repair any defective workmanship and/or materials at no cost to the University during the period of warranty, provided such defects are not due to abuse or negligence on the part of the University.

10. TRAINING SESSIONS

The Contractor shall provide training sessions on the use of the equipment on procedures as allowing authorized personnel to enter and exit the buildings. The Contractor shall coordinate with the Technical Representative to arrange the date, time, and place for these sessions.

11. TAX CLEARANCE FOR CONTRACTS

In accordance with Section 103-53, HRS, bidders shall submit with their bid packages, original tax clearances from the State of Hawaii Department of Taxation and the Internal Revenue Service. In the event bidders are unable to obtain a tax clearance by mail in time to include it with their bid packages, bidders may submit a completed OPPRM Form 128, CERTIFICATION FOR TAX CLEARANCE, in place of the DOTAX Form A-6, with their bid packages. However, an original tax clearance must be provided before contract award. Tax clearances obtained shall certify that all tax returns due have been filed, and all taxes, interest, and penalties levied or accrued under the provisions of Title 14 that are administered by the State of Hawaii Department of Taxation and under the Internal Revenue Code against the bidder, have been paid. This shall apply to all contracts, whether with Hawaii bidders, out-of-state bidders, or nonprofit organizations.

This shall not apply to bidders if the State of Hawaii Department of Taxation certifies that the bidder is in good standing under a plan in which delinquent taxes are being paid to the State of Hawaii Department of Taxation (and the Internal Revenue Service, if applicable) in installments.

Offers that are not accompanied by original tax clearances or OPPRM Form 128, CERTIFICATION FOR TAX CLEARANCE, may be considered as non-responsive and may be rejected.

Any questions pertaining to tax clearances may be addressed to the following:

- a. Internal Revenue Service, Compliance Division - LTC
300 Ala Moana Boulevard, #50089
Honolulu, Hawaii 96850-4922
Telephone No.: (808) 541-1160
- b. Department of Taxation
State of Hawaii
Oahu District Office
P.O. Box 259
Honolulu, Hawaii 96808-0259
Telephone No.: (808) 587-4242
Toll-Free: 1-800-222-3229

12. TAX CLEARANCE FOR FINAL PAYMENT

General Provision 7.2 entitled Tax Clearance, is hereby deleted and shall be replaced by the following:

TAX CLEARANCE FOR FINAL PAYMENT

In accordance with Section 103-53, HRS, final payment for the settlement of the contract will not be made by the University until the Contractor has submitted to the University original tax clearances from the State of Hawaii Department of Taxation and the Internal Revenue Service. Tax clearance shall certify that all tax returns due have been filed, and all taxes, interest, and penalties levied or accrued under the provisions of Title 14 that are administered by the State of Hawaii Department of Taxation and under the Internal Revenue Code against the Contractor have been paid.

Notwithstanding Sections 40-57 and 40-58, HRS, if a Contractor fails to provide the original tax clearances within SIX (6) months of the notice of final settlement or completion date of the contract, the University shall assign the final settlement payment in an amount not to exceed the tax liability to the State of Hawaii Department of Taxation or Internal Revenue Service, provided that the State of Hawaii Department of Taxation may first offset its tax debt against the sum owed to the Contractor. This shall apply to all contracts whether with Hawaii vendors, out-of-state vendors, or nonprofit organizations.

The foregoing shall not apply to the Contractor if the State of Hawaii Department of Taxation certifies that the Contractor is in good standing under a plan in which delinquent taxes are being paid to the State of Hawaii Department of Taxation (and the Internal Revenue Service, if applicable) in installments.

Any questions pertaining to tax clearances may be addressed to the following:

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- b. Department of Taxation
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